



AGREEMENT

-Between-

TEAMSTERS LOCAL UNION NO. 25
International Brotherhood of Teamsters

-and-

AGGREGATE INDUSTRIES-NORTHEAST REGION, INC.
(READY MIX CONCRETE DIVISION)

For the Period

May 1, 2013 through April 30, 2018

Sean M. O'Brien
President/Principal Officer

Mark A. Harrington
Secretary-Treasurer

Printed & Assembled by
Teamsters Local Union No. 25
Office Staff

**READY MIXED CONCRETE
WAGE SCALE AND AGREEMENT**

By and between Aggregate Industries - Northeast Region, Inc., hereinafter called the "Employer" and the Ready Mixed Concrete Department of Teamsters Local Union No. 25, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Local".

RECOGNITION

The Employer recognizes the Local as the bargaining agent for the employees in the classifications listed in Article VIII, and the Local agrees to use all reasonable efforts to promote the business of the Employer. This Agreement shall apply to all Ready mix drivers, fleet mechanics, and plant employees (batch, plant maintenance and yard employees), specifically excluding supervisors, salesman, dispatchers, confidential employees, safety department, quality control and management employees.

In order to promote full productivity among employees and in order to enhance the competitive position of the Employer, it is agreed that every possible effort will be encouraged by the Union and management to obtain greater productivity among employees and greater working opportunities for employees. In this spirit, any employee who for reasons deemed by the Union and management to be legitimate, elects not to load or drive a fully loaded vehicle, shall be entitled to wages which shall reflect his reduced productivity; example, an employee electing under this paragraph to drive or load only three quarters of a particular load shall be entitled to three quarters of the wages called for in this agreement.

ARTICLE IX

WAGES

Ready Mix Drivers

The wage increases shall be as follows:

("Metro" Rate):

5/1/13	5/1/14	5/1/15	5/01/16	5/01/17
\$29.51	\$29.76	\$30.06	\$30.36	\$30.66

("Suburban" Rate):

5/1/13	5/1/14	5/1/15	5/01/16	5/01/17
\$25.60	\$25.85	\$26.15	\$26.45	\$26.75

(All Drivers Hired after April 30, 2010):

Date of Ratification	5/1/14	5/1/15	5/01/16	5/01/17
\$23.00	\$23.25	\$23.55	\$23.85	\$24.15

Retro for new drivers will be based on the .25 cent increase from 05/01/2013 to the date of ratification and the new rate will take effect on the date of ratification

For all Locations:

For employees that were on the active seniority list as of April 30, 2007:

All Drivers will be paid at the "Suburban" Rate.

Metro Area to be defined as: Boston, Everett, Cambridge, Somerville and Brookline. Metro employees will be assigned to the Metro Plants which are Everett and Dorchester. Suburban Area to be defined as any delivery that is not within the Metro Area. Suburban employees will be assigned to the Waltham Plant. Any deliveries from any location by any employee (Metro or Suburban) that is not in the Metro Area as defined above will be paid at the Suburban Rate.

Employees, who have bid and are working out of a "Metro" Plant for the designated time periods, will be paid the "Metro" Rate while working and when delivering to the towns/cities of Boston, Cambridge, Everett, Somerville and Brookline. Deliveries to any towns/cities other than Boston, Cambridge, Everett, Somerville and Brookline will be

paid the "Suburban" rate from ticket back to yard. Employees will not have the right to choose their delivery.

All employees when working out of a "Suburban" Plant will be paid at the "Suburban" Rate unless deliveries are made to the towns/cities of Boston, Cambridge, Everett, Somerville and Brookline, in which Drivers will be paid the "Metro" Rate from ticket back to the yard. Employees will not have the right to choose their delivery.

It is the Company's intention to have Metro drivers deliver into the Metro cities and towns before a Suburban driver on a daily basis. However in special circumstances (e.g. customer demands, load rates, specific products, etc.) both the Company and the Union agree that servicing the customer takes precedent and drivers from all locations (Metro or Suburban) can be scheduled accordingly.

For the purposes of this agreement, and with the exception of Boston, Cambridge, Everett, Somerville and Brookline, there will be no territorial rights defined for the delivery of any products produced and/or delivered by the Company. The Company will retain the exclusive right to assign loads.

No outside trucks will be permitted to deliver to the five (5) Metro cities and towns unless all available 25 members are working.

Plant/Yard/Plant Maintenance employees, and Truck Mechanics

Employees in the following classifications: Plant/Yard/Plant Maintenance, Truck Mechanics, will be paid the following hourly rates:

("Metro" Rate):

5/1/13	5/1/14	5/1/15	5/01/16	5/01/17
\$29.51	\$29.76	\$30.06	\$30.36	\$30.66

("Suburban" Rate):

5/1/13	5/1/14	5/1/15	5/01/16	5/01/17
\$25.60	\$25.85	\$26.15	\$26.45	\$26.75

(Batchman and Truck Mechanics Hired after April 30, 2010):

Date of Ratification	5/1/14	5/1/15	5/01/16	5/01/17
\$24.00	\$24.25	\$24.55	\$24.85	\$25.15

(Yard and Plant Maintenance Hired after April 30, 2010):

Date of Ratification	5/1/14	5/1/15	5/01/16	5/01/17
	\$23.00	\$23.25	\$23.55	\$23.85
				\$24.15

Notwithstanding the above, employees that are on the active seniority list as of April 30, 2007 that are currently in the Truck Mechanic classifications, will be at the "Metro" Rate regardless of plant designation.

ARTICLE X

HEALTH & WELFARE

a) This Health and Welfare Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

b) Commencing with the 1st day of May 2013, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Union 25 Health Services & Insurance Plan (hereinafter referred to as the "Health Plan") for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$9.413 to the Health Plan from the first hour of employment, up to a maximum of 2080 hours per year.

The following chart will apply for further increases:

Date	Total Contribution	Employer Portion	Employee Portion
August 1, 2013	\$9.413 per hour	\$7.413 per hour	\$ 2.00 per hour
August 1, 2014	\$9.913 per hour	\$7.913 per hour	\$ 2.00 per hour
August 1, 2015	\$10.413 per hour	\$8.413 per hour	\$ 2.00 per hour
August 1, 2016	\$10.913 per hour	\$8.913 per hour	\$ 2.00 per hour
August 1, 2017	\$11.413 per hour	\$9.413 per hour	\$ 2.00 per hour

The above rates will apply from the first hour of employment, up to a maximum of 2080 hours per calendar year.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable

If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of thirty-two (32) hours per week for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of thirty-two (32) hours for each such week until the employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months. If an employee is out of work as a result of illness, off-the-job injury or work related injury,

they will still be responsible for contributing their portion of the above defined rates for all hours contributed on their behalf.

There shall be no deduction from the equipment rental of owner-operators by virtue of the contributions made to the Health Plan, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Hourly contributions to the Health Plan must be made for each hour worked on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

c) The Employer agrees to and has executed a copy of the Teamsters Union 25 Health Services & Insurance Plan Agreement and Declaration of Trust dated March, 2004 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

d) The parties agree that the Plan adopted by the Trustees of the Health Plan shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Health Plan as a deduction for income tax purposes.

e) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Health Plan and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Health Plan.

If the Employer shall fail to make contributions to the Health Plan by the tenth (10th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Health Plan have been under-reported and/or underpaid fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting there from. Also, the

Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Health Plan and/or the Local Union, the Local Union and its Business Agents or Chief Executive Officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

f) No oral or written modification of this section regarding Health and Welfare contributions shall be made by the Local Union or the Employer, and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the Health Plan.

g) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Health Plan and the Local Union serves a 72-hour notice of delinquency set forth in this Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

ARTICLE XI
PENSION FUND

(a) This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

(b) Commencing with the 1st day of May 2013 and for the duration of the current collective bargaining agreement between Local 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$8.24 to the New England Teamsters and Trucking Industry Pension Fund for any one employee from the first hour of employment in such week. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

Commencing with the 1st day of May 2014, the said hourly contribution rate shall be \$9.06 but not more than 2080 hours per year.

Commencing with the 1st day of May, 2015, the said hourly contribution rate shall be \$9.60 but not more than 2080 hours per year.

Commencing with the 1st day of May, 2016, the said hourly contribution rate shall be \$10.37 but not more than 2080 hours per year.

Commencing with the 1st day of May, 2017, the said hourly contribution rate shall be \$11.20 but not more than 2080 hours per year.

Any contribution or other charge to the employer that is greater than the above stated rates will be offset with a deduction from the applicable wage rates. Should any additional amounts be required by the Trustees or the law during the term of this Agreement, such amounts shall be paid by the Employer and deducted from the regular hourly rate paid to each employee.

Commencing with 1st day of May 2013 and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund as follows:

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

(c) The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

(d) The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

(e) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Section of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

(f) If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the

Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom.

Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

There shall be no deduction for equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensations.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and, although contributions may be made for those weeks into some other Pension Fund.

(g) No oral or written modification of this section regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

(h) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Pension Fund and the Local Union serves a 72-hour notice of delinquency set forth in this Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

ARTICLE XXIII

TERMINATION AND NEW AGREEMENT

The terms and conditions of this Agreement shall continue in force and bind both parties from the date of execution hereof, to April 30, 2018, and notice in writing by the party who desires a change in the existing Agreement shall be given sixty (60) days prior to the expiration of the Agreement. No strike or lockout shall be declared pending the sixty (60) days' notice above provided for, and no strike or lockout shall be declared thereafter, pending reasonable negotiations for a new Agreement. Both parties agree to exercise diligence to expedite the negotiations for a new Agreement, and negotiations shall commence by March 1, 2018.

FOR THE EMPLOYER:

Title: *Mr. Mangin*

Date: *9/19/13*

Title:

Date:

Title:

Date:

FOR THE UNION:

Title: *Secretary Treasurer*

Date: *9/19/13*

Title: *Mr. E*

Date: *9/19/13*

Title: *President*

Date:

SIDE LETTER REGARDING LOU ENCALADA AND JOHN CARRY

The following rate schedule will be in place for Lou Encalada and John Carry for the term of this agreement expiring 04/30/2018

Date of Ratification	5/1/14	5/1/15	5/01/16	5/01/17
	\$24.00	\$24.50	\$24.80	\$25.10
				\$25.40

Retro for both Lou and John will be based on the .25 cent increase from 05/01/2013 to the date of ratification and the new rate will take effect on the date of ratification

FOR THE EMPLOYER:

Title: *HR Manager*
Date: *9/19/13*

FOR THE UNION:

Title: *Secretary*
Date: *9/19/13*

SIDE LETTER REGARDING LOAD LANE DISCUSSION

The Company and the Union agree to discuss and review information over the next 90 days as it pertains to the load lane discussion in an effort to see if language can be developed that would address the issue for the employees but would also not hinder the Company and its ability to operate efficiently.

FOR THE EMPLOYER:

Title: *HR Manager*

Date: *9/18/13*

FOR THE UNION:

Title: *Secretary/Treasurer*

Date: *9/18/13*